

BH TRUST
BURDEN HOMES, LLC, GRANTOR
SHELLEY E. ROTHMAN, TRUSTEE
JOSEPH T. KIRKLAND, JR., TRUSTEE
DATED THE 1ST DAY OF MAY 2002

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STATE MS. - DESOTO CO.

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W.F. DAVIS CH. CLK.

Prepared By:
Kirkland, Rothman-Branning & Associates, PLLC
6489 Quail Hollow, Ste. 102
Memphis, TN 38120
(901) 758-5588

TRUST AGREEMENT

THIS AGREEMENT made and entered into effective the 1st day of May, 2002 by and between BURDEN HOMES, LLC, sometimes hereinafter referred to as "Grantor", and SHELLEY E. ROTHMAN and JOSEPH T. KIRKLAND, JR. , hereinafter referred to as "Co-Trustees" or "Trustee".

WITNESSETH

WHEREAS, the Grantor is hereby establishing this Revocable Trust for the benefit of the Grantor, beneficiary or beneficiaries hereinafter named or described, all in accordance with the laws of the State of Tennessee; and

WHEREAS, the Grantor does, simultaneously with the execution of this agreement, deposit with the Trustee certain assets, which said assets may be described on Schedule "A", which is attached hereto and incorporated herein by reference. The completion of Schedule "A" shall not affect the validity of this trust instrument or the transfer of any assets to the trust; any such assets so transferred by the Grantor and accepted by the Trustee being considered a part of this trust estate.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the acceptance of this trust by the Trustee, and the promise of the Trustee to hold the trust estate and to perform the duties of the Trustee as hereinafter set forth, the Grantor does hereby agree to transfer the assets as hereinafter described to be held in trust subject to the terms and conditions of this Agreement. This Trust shall be known as the BH TRUST.

ITEM ONE

STATEMENTS OF GRANTOR

1-a. Beneficiaries. The principal beneficiary of this trust shall be the Grantor.

1-b. Creation of Grantor Trust. The Grantor and the Trustee understand that certain provisions found in this trust agreement may create a "Grantor Trust" as defined under Subchapter J of the Internal Revenue Code. In this regard, it is the understanding of the parties that the Grantor may be deemed to be an owner of the trust for income tax purposes.

END OF ITEM ONE

ITEM TWO

REVOCABILITY, AND MODIFICATION

2-a. Modification. This trust may be amended only by written instrument signed by the Grantor and the Trustee.

2-b. Revocation. This Trust shall be and is hereby fully revocable and the Grantor in no way relinquishes any rights to revoke or terminate this Trust Agreement or any of the terms thereof. This Trust may be revoked by the Grantor giving notice in writing to the Trustee of the intention to revoke same. Upon the giving of notice, the Trustee shall have a reasonable time to close the books, records and accounts of the Trust and to deliver the assets of the trust estate to the Grantor or the Grantor's assigns.

2-c. Notice. If notice of this Trust or Memorandum of Trust is recorded in the Office of the Recorder of Deeds, then any modification or revocation shall likewise require the recording of a notice of same.

END OF ITEM TWO

ITEM THREE
GENERAL POWERS, DUTIES AND OBLIGATIONS
OF TRUSTEE

3-a. General Powers. Except as specifically provided hereinbelow, the Grantor authorizes both of the Trustees (including any substitute or successor Trustee), each of whom may act alone, in the exercise of reasonable discretion with respect to all property, real or personal, at any time forming part of this trust, to exercise any or all the powers set forth in Section 3 of Chapter 110 of the Tennessee General Assembly of 1963, T.C.A. Section 35-50-110 (including any amendments thereto) to the extent applicable, all of which provisions and powers are incorporated herein by reference as fully as if copied herein verbatim. These powers (as set out in said statute on the date of the execution of this trust) are granted notwithstanding that said statute may be amended.

In addition to the foregoing, the Trustee shall have the following discretionary powers and in the event that there is any conflict between the two, the additional powers shall control.

3-b. Dealing with Real Estate. SHELLEY E. ROTHMAN and JOSEPH T. KIRKLAND, JR. shall serve as Co-Trustees for the sole and exclusive purpose of dealing with all real estate as provided below. In this regard, any transaction involving real estate shall require only the signature of SHELLEY E. ROTHMAN or JOSEPH T. KIRKLAND, JR.; it being the intent of the Grantor that the Grantor's name shall not appear on any instrument relating to real estate. In this regard, SHELLEY E. ROTHMAN's and JOSEPH T. KIRKLAND, JR.'S ability shall be limited to taking such actions as directed by the Grantor. The Trustee shall have full discretionary power to purchase, sell, convey, alter, repair, improve, partition and mortgage or otherwise encumber any real estate, to borrow money on behalf of the

Trust and to secure said borrowings with assets of the Trust, and to make and to execute any loan documents in connection therewith, including, but not limited to, Promissory Notes, Deeds of Trust and Settlement Statements, and to execute leases on the said real estate for any period, however long, and beyond the term of any trust, and to execute and deliver deeds, conveyances, mortgages, deeds of trust, transfers and assignments, without the approval of any beneficiary of any trust.

3-c. Additions to Trust Estate. Each Trustee is authorized to receive, add to corpus, manage and distribute, as a part of any trust estate created hereunder, any additional property of any kind which any person, may convey, transfer, assign, set over or deliver to the Trustee, by deed, will or otherwise, with instructions to hold the same as a part of any of said trust estate.

3-d. Dealing with Trustee. No person dealing with either of the Trustees in the capacity of purchaser, acquirer, lender, tenant, lessee or contractant, shall be bound to inquire into the capacity to act on the part of the Trustee or into the authority for, or the propriety of, any act thereof, or to see to the application or disposition of money, or other property, paid, delivered, or loaned to the Trustee.

3-e. Bond. No Trustee shall be required to post any bond in order to serve.

END OF ITEM THREE

ITEM FOURPROVISIONS FOR SUCCESSOR TRUSTEE

4-a. Successor Trustee. At such time as a Trustee is unable or unwilling to serve as Trustee, or upon the death of a Trustee, then the Grantor may appoint a Successor. Upon the failure or refusal of the Grantor to appoint a Successor, then the remaining Co-Trustee may appoint a Successor for him or herself. The designation of a Successor Trustee shall be evidenced by a written instrument duly signed and recorded in the Office of the Register of Deeds of Shelby County, Tennessee. In the event of a conflict in the designation of a Successor, then the last dated and recorded designation of Successor shall control.

4-b. Resignation of Trustee. The Trustee may resign at any time by delivering a resignation, in writing, to the Grantor, if surviving. If the Grantor is not surviving, then same shall be delivered to the then adult sui juris beneficiaries, and if none, then to the natural or legal guardians of the non-adult and non sui juris beneficiaries. The resignation shall be effective as of the date indicated in the instrument of resignation. Provided that, such date shall be no earlier than thirty (30) days after the date of delivery of the resignation. The resigning Trustee shall then deliver to the Successor Trustee all trust assets and the resigning Trustee shall be relieved from any further duties and responsibilities and shall not be liable for any acts of any Successor Trustee. If no Successor Trustee is appointed or able or willing to serve, the resigning Trustee may deliver trust assets to any Court having jurisdiction over the parties or this trust.

4-c. Definition. The term "Trustee" as used in this instrument shall be construed to mean the Co-Trustees, or either of them, or Successor then serving in the capacity as Trustee.

END OF ITEM FOUR

ITEM FIVE
INDEMNIFICATION

Grantor, for itself and it's assigns does hereby covenant and agree with the Trustees and Kirkland, Rothman-Branning & Associates, PLLC to forever fully protect, defend and save the Trustees and Kirkland, Rothman-Branning & Associates, PLLC harmless from and against 1) any and all claims of any nature, and from any and all loss, cost, damages, attorneys' fees and expenses of every kind and nature which they may suffer, expend or incur under or by reason of, or in consequence of, acting as Trustee(s) on account of, or in consequence of, or growing out of this Trust Agreement; 2) to provide for the defense, at it's own expense, on behalf and for the protection of the Trustees and Kirkland, Rothman-Branning & Associates, PLLC, against any loss or damage, including, but not limited to, reasonable attorney's fees, (but without prejudice to the right of the Trustees and Kirkland, Rothman-Branning & Associates, PLLC to defend if so elected) in all litigation consisting of actions or proceedings based on any items referred to above which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to any of the Trust assets or any part thereof, or interest therein; and 3) to pay any costs incurred by the Trustees and/or Kirkland, Rothman-Branning & Associates, PLLC after 10 days' notice in writing and mailed to the undersigned at the address set out below.

IN WITNESS WHEREOF, the Grantor and the Trustee have executed this Agreement.

BURDEN HOMES, LLC, Grantor

By: [Signature]
Kenneth L. Burden, Sole Member

[Signature]
SHELLEY E. ROTHMAN, TRUSTEE

[Signature]
JOSEPH T. KIRKLAND, JR., TRUSTEE

STATE OF TENNESSEE
COUNTY OF SHELBY

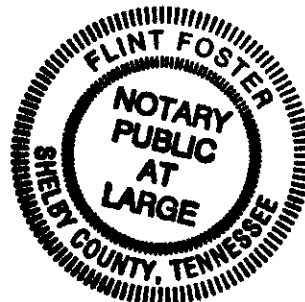
Personally appeared before me, the undersigned, Notary Public, Kenneth L. Burden, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the sole member of the maker or a constituent of the maker and is authorized by the maker or by its constituent being authorized by the maker, to execute the instrument on behalf of the maker.

WITNESS my hand and Notarial Seal at office this 1st day of May, 2002.

[Signature]
NOTARY PUBLIC

My commission expires:

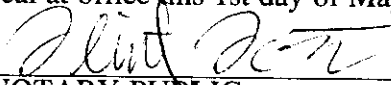
1-11-06



STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared SHELLEY E. ROTHMAN and JOSEPH T. KIRKLAND, JR., to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

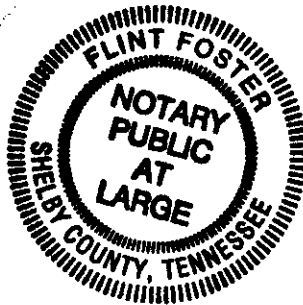
WITNESS my hand and Notarial Seal at office this 1st day of May, 2002.



NOTARY PUBLIC

My commission expires:

1-11-00



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EXHIBIT A
ALL OF THE PROPERTY OWNED BY OR CONVEYED TO BH TRUST

Lot 7, Golden Oaks Community Subdivision, in Section 29, Township 1 South, Range 7 West, in Desoto County, Mississippi, as per plat thereof recorded in Plat Book 67, Page 18, in the office of the Chancery Clerk of Desoto County, Mississippi. Indexing Instructions: Golden Oaks Community S/D, Plat Book 67, Page 18, Section 29, Township 1 South, Range 7 West

GRANTOR'S ADDRESS AND TELEPHONE NO.:

Burden Homes, LLC
6113 Friendly Hope Cove
Jonesboro, AR 72404
(H) (901) 758-6123 (W) (901) 758-6123

GRANTEES' ADDRESS AND TELEPHONE NO.:

Joseph T. Kirkland, Jr. and Shelley E. Rothman
6489 Quail Hollow
Suite 102
Memphis, TN 38120
(H) (901) 758-5588 (W) (901) 758-5588

PREPARED BY - RETURN TO:
KIRKLAND, ROTHMAN - BRANNING
& ASSOCIATES, PLLC
6489 Quail Hollow, Suite 102
Memphis, TN 38120
File No. 5024413